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Glenn M. Hackbarth, J.D., Chairman
Robert D. Reischauer, Ph.D., Vice Chairman
Mark E. Miller, Ph.D., Executive Director

April 17, 2006

SUBJECT: RFP 03-06-MedPAC – Task Order for Completing Four or More Type Projects on Topics Relating to Medicare

Interested Parties:

You are invited to submit a proposal in accordance with the requirements of the attached solicitation. The purpose of this solicitation is to provide MedPAC with a fast, flexible mechanism for undertaking projects on a potentially wide range of topics relating to Medicare. Such projects may include: convening panels of experts; conducting structured interviews; organizing and conducting site visits; preparing literature reviews and research papers; completing small scale surveys; completing focused analytic projects; and completing policy analyses.

MedPAC expects to award offerors a cost-plus-fix-fee contract for 12 months from the date of award, plus four one-year option periods. Proposals submitted in response to this solicitation must be received not later than noon EDT on May 17, 2006 at the following address:

Medicare Payment Advisory Commission (MedPAC)
601 New Jersey Ave, NW,
Suite 9000
Washington, DC 20001
Attention: Cynthia Wilson

The proposal must be signed by an official authorized to bind the offeror, and it must contain a statement to the effect that the proposal is firm for a period of at least 120 days from the date set for receipt of proposals, including any extensions thereof.

The solicitation does not commit MedPAC to pay any costs incurred in the submission of proposals (including necessary studies or designs for the preparation thereof) nor to procure or contract for the supplies or services. Any questions concerning this solicitation are to be referred solely to the Contracting Officer at (202) 220-3714.

Sincerely,

Timothy L. Gulley
Contracting Officer

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 76 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER RFP 03-06-MedPAC	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 04/17/06	6. REQUISITION/PURCHASE NUMBER		
7. ISSUED BY Medicare Payment Advisory Commission 601 New Jersey Ave., NW, Suite 9000 Washington, DC 20001		8. ADDRESS OFFER TO (If other than Item 7)				

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Item 7 until 12:00 local time 05/17/06

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Timothy L. Gulley	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS tgulley@medpac.gov
		AREA CODE 202	NUMBER 220-3714	EXT.

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I SECTION B

SUPPLIES OR SERVICES AND PRICE/COSTS

Except as otherwise specified herein, the Contractor shall furnish the necessary personnel, materials, services, facilities (including mainframe computer), and otherwise do all things necessary for or incident to the performance of the work set forth below.

- I. PROJECT TITLE: Task Order for Completing Four or More Type Projects on Topics Relating to Medicare.
- II. SPECIFICATIONS: The Contractor shall perform this project in accordance with Part I, Section C, Statement of Work.
- III. INTRODUCTION:

The Medicare Payment Advisory Commission (MedPAC) is a commission of the United States Congress established by the Balanced Budget Act of 1997 (P.L. 105-33) to advise the U.S. Congress on issues affecting the Medicare program. MedPAC advises Congress on payments to health plans participating in the Medicare Advantage program (formally Medicare+Choice), to providers in Medicare's traditional fee-for-service program, and analyzes access to care, quality of care and other issues affecting Medicare.

MedPAC produces two annual reports (March and June) mandated by Congress and numerous special reports. MedPAC also presents Congressional testimony, comments on proposed legislation and regulations, prepares briefs and memos for Congressional staff, and comments on report to Congress by the Secretary of the Department of Health and Human Services and others.

IV. CONSIDERATION AND PAYMENT:

A. Estimated Cost and Fixed Fee

- 1. The cost for performance of each project under this contract, including all direct and indirect costs, shall be established by agreement of the parties upon issuance of a task order and based upon the cost data supplied by the contractor in the submitted proposal. The Contractor agrees to complete the performance of each project under the contract within the estimated cost, unless modified by mutual agreement of the parties.
- 2. The allowable cost of performing the work under this contract shall be the costs actually incurred by the Contractor, either directly incident or properly allowable under the contract, in accordance with its terms, including the "Allowable Cost and Payment" clause (see Section H).

3. The fixed fee shall be paid in installments based on the percentage of completion of work as determined by the Contracting Officer and subject to the withholding provisions herein. Payment of the fixed fee will not be made in less than monthly increments.

B. Indirect Costs

1. The allowable indirect costs under this contract shall be established in accordance with the procedure set forth in the "Allowable Cost and Payment" clause (see Section H).
2. The Contractor shall be reimbursed in accordance with the indirect cost rates specified in Section K of this part.

C. Travel Costs

1. Reimbursement for travel will be in accordance with the rules of the United States Senate in effect at the time of award.
2. When air transportation is used, economy class shall be used absent specific agreement by the Contracting Officer for higher class service.
3. The Government shall reimburse the Contractor for meals and lodging an amount not to exceed the federal per diem rates while on travel required in connection with contracting performance. The per diem rate shall be determined by the Contracting Officer for the designated location. To compute per diem allowances, official travel begins at the time the Contractor leaves home, office, or other authorized point of departure and ends when the Contractor returns to home, office, or other authorized point. A per diem allowance is not permitted for travel of ten hours or less during the same day. A day is interpreted as a 24-hour period from one midnight to the next. A per diem allowance also is not permitted for travel within the limits of the official duty station, or within the vicinity of the home from which one commutes daily.

D. Cost-General

1. The Contractor warrants that the salary rates quoted in its proposal are the customary rates paid by the Contractor and are consistent with those rates paid for similar services performed by the same individuals.
2. The Contractor understands and agrees that if the estimated time of participation by employees and other estimated costs as set forth in the Contractor's proposal is not required in the contract performance, the total contract price shall be reduced accordingly.

3. The Contractor represents and certifies that any charges contemplated and included in its estimate of the cost for performance are not duplicative of any charges against any other Government contract, subcontract or other Government source.
4. Notwithstanding any provision to the contrary, the Contractor shall not incur any costs, other than those set forth in this contract, unless the contractor first obtains prior written authorization of the Contracting Officer. Without such authorization, any costs not set forth in this contract shall, therefore, be incurred at the Contractor's own risk.

PART I – SECTION C
STATEMENT OF WORK

I PURPOSE

The purpose of this contract is to provide the Medicare Payment Advisory Commission (MedPAC or the Commission) with a fast and flexible mechanism for undertaking defined projects on a potentially wide range of topics relating to Medicare. Although most of the Commission's deliberations and recommendations emanate from Commissioner expertise and staff research, it is also often desirable and even necessary to collect data and qualitative information from other experts in health care financing, delivery, and related fields. The Commission has facilitated such information gathering through a variety of mechanisms, including: convening panels of experts; conducting structured interviews and site visits; preparing literature reviews, research papers, and policy analyses; completing focused data analyses; and fielding surveys. The contractor(s) under this project will be able to organize and implement four or more of these types of projects on behalf of the Commission. **(Those interested in bidding on one, two, or three project types should consult RFP 03-06-1MedPAC.)** A description of the Commission's experiences with and expectations related to these types of projects is contained in section II below.

Contractors completing any task under this contract may be asked to present the project results to Commissioners at one of MedPAC's public meetings.

Through this request for proposals, MedPAC seeks to identify and contract with several organizations, each of which, possess the skills and knowledge to complete the range of identified project types on the wide variety of topics we address on health care financing and Medicare. Contracts will be for one year's duration, with four optional one year extension periods. Depending upon the proposals received, MedPAC expects to award contract to organizations proposing to complete four or more of the identified contract types. In making the awards, we will attempt to balance our expected project needs with the administrative burden of managing a number of task order contract awards. MedPAC hope to be able to award at least one project over the life of the contract to each awardee selected under this process. Due to budgeting constraints, however, we cannot guarantee that this will occur.

In response to this RFP, offerors must indicate in their proposals' which four or more of the identified tasks they are proposing to provide. MedPAC's goal is to assemble a stable of groups possessing complementary knowledge and skill sets to facilitate access to a range of expertise consistent with the range of issues that the Commission must address.

MedPAC will choose entities to complete specific projects based upon the types of tasks identified in their proposals as well as the qualifications of the individual(s) included in the proposal. Entities will only be considered for those project types they identify.

We strongly encourage qualified individuals and organizations to submit proposals. Organizations may consider subcontracting with outside individuals to strengthen their skill sets and substantive offerings. However, we are equally open to having individual researchers and small research shops directly participate in our task order process.

All proposals must demonstrate sufficient understanding of the role of MedPAC and the political and regulatory context in which it operates. Then, based upon the types of tasks in which the offeror has identified an interest, proposals must demonstrate that they have the requisite substantive knowledge, technical capacity and experience to complete such tasks. Substantive and technical expertise can be in any, some, or all areas relating to Medicare policy. Where quantitative skills are necessary (e.g., conducting data analysis, sampling for surveys), proposals must demonstrate that ability. Likewise, for projects where qualitative skills are more relevant, e.g., convening expert panels, setting up site visits, relevant abilities and experience must be shown. Section M contains additional detail on the criteria by which proposals will be judged.

The decision to pursue any of the identified project types will be made solely by the Commission staff during the course of the contract. The Commission cannot predict its needs far in advance. Accordingly, we restate that MedPAC cannot guarantee that each individual and entity awarded a contract under this RFP will in fact be chosen to complete a project under the contract. Contractors will be selected based on the type of project at hand and the contractor's demonstrated expertise. A contractor may refuse a project if they are unavailable to complete the tasks within the required time frame. A delivery schedule and estimated budget will be established upon selection of one of the group of awardees for completion of a requested project under the contract.

II. DISCUSSION OF PROJECT TYPES AND TASKS

A. Expert Panels

The Commission has sponsored expert panels on a variety of defined topics, including: Medicare data and information needs for policymakers; performance measures to evaluate the Medicare prescription drug benefit, hospital quality measures; physician efficiency measures, home health process measures; changes in medical practice and care delivery; and paying for new technology.

These events have consisted of a day-long face-to-face meeting of approximately 8-20 experts in a relevant field.

The meetings follow a set agenda and are run by a convener who helps identify and invites potential participants, prepares and distributes background materials, organizes travel arrangements for participants, moderates the discussion, and drafts a document reflecting the panel's discussion.

The contractor selected to arrange and conduct a particular panel discussion will work with MedPAC staff to refine meeting objectives, identify salient issues, and select individuals who will be invited to participate in the panel discussions. Expert panel meetings will be held at the MedPAC office, 601 New Jersey Avenue, NW, Suite 9000, Washington, DC 20001. Specific tasks are as follows:

1. Meet with MedPAC staff to
 - identify and discuss potential panelists
 - finalize topics or questions for discussion, and
 - discuss materials to be sent to panelists to prepare them for the discussion.
2. Develop discussion guide and submit to MedPAC staff for review.
3. Submit packet of materials to be sent to panelists for Commission staff review.
4. Arrange all logistical details relating to panel:
 - invite potential panelists,
 - send preparation materials to panelists
 - make travel arrangement and hotel reservations for panelists,
 - arrange honoraria for panelists,
 - arrange for transcription services at the meeting site,
 - arrange for breakfast, lunch and coffee (or other meals/snacks appropriate to the timing of the panel)
 - arrange for transcription of the panel proceedings.
5. Moderate panel discussion on the day of the event.
6. Summarize findings from the panel discussion and provide briefing slides for review.
7. Provide transcript of panel discussion.

B. Structured Interviews

Structured interviews involve a process whereby MedPAC staff work with contractor staff to identify potential participants and to craft an appropriate list of interview questions. The contractor then contacts possible participants, carries out the interviews, and prepares a written synopsis of their findings for staff and Commission use. Structured interviews generally will be conducted via telephone, unless the selected individuals are available in the contractor's locale. Specific tasks are as follows:

1. Meet with MedPAC staff to
 - identify and discuss potential interviewees, and
 - finalize topics or questions for discussion.
2. Develop interview script and submit to MedPAC staff for review.
3. Contact potential interviewees to discuss project.
4. Conduct structured interviews with participants.
5. Summarize findings from interviews and provide briefing slides for review.

C. Site Visits

Site visits involve a collaborative process between MedPAC staff and the contractor to identify appropriate sites and draft a list of interview questions relevant to the topic of interest. The contractor may be expected to conduct background research on the specific topic as it affects the relevant locales. The contractor makes all travel arrangements, accompanies staff on site visits, participates in interviews, and then prepares a written synopsis of the meetings. The Contractor will accompany MedPAC staff on site visits. Specific tasks are as follows:

1. Meet with MedPAC staff to define goals of site visits and target sites.
2. In response to MedPAC needs defined during initial meeting, draft substantive agenda to guide discussions/information gathering for site visits.
3. Contact facilities/individuals in the targeted sites to schedule site visits.
4. Coordinate travel logistics to selected sites and arrange accommodations for MedPAC staff and 1-2 contractor staff for each visit. Number of MedPAC staff attendees will be determined at the initiation of the project.

5. Complete site visits.
6. Provide MedPAC with a written summary of the information gathered on the site visit(s). Depending upon the nature of the project and number of sites involved, the contractor may also be asked to provide a written analysis of the overall similarities and differences across sites, to be submitted to MedPAC 2 weeks after the completion of the final site visit.

D. Literature Review/Research Paper

Literature reviews and research papers will be completed in defined topic areas, as needed by Commission staff. The contractor will meet with Commission staff to discuss the goals of these products, complete the required research, and draft the review or paper on the topic. Specific tasks are as follows:

1. Meet with MedPAC staff to discuss topic of literature review and goals of the project.
2. Develop work plan for completing literature review/research paper, including discussion of staffing and oversight and sources to be consulted.
3. Submit annotated bibliography/outline to MedPAC staff.
4. Methodically review and critically evaluate the research literature. Draft document. Submit literature review/research paper to MedPAC staff.

E. Policy Analysis

Policy analyses will consist of focused discussion of particular policy areas as needed to further staff work. Specific tasks are as follows:

1. Meet with MedPAC staff to discuss topic and goals of the project.
2. Develop work plan for completing policy analysis, including discussion of staffing and oversight and sources to be consulted.
3. Submit outline of paper to MedPAC staff for review and feedback.
4. Submit draft paper for MedPAC staff for review and feedback.
5. Submit final policy analysis.

F. Data analysis

Focused data analysis projects will consist of analytic tasks run on Medicare or other relevant data files. This will generally involve analysis of publicly available data sets or existing data files made available to MedPAC staff. The analysis would need to be done in a limited time frame. Contractors will meet with staff to define the project goals and then complete the required analysis. Contractor should be able to perform a wide range of analyses, ranging from claims analyses to actuarial analyses and micro simulation modeling. Specific tasks are as follows:

1. Meet with MedPAC staff to define goals of project and data files to be analyzed.
2. Prepare draft analysis specifications and submit to MedPAC staff for comment.
3. Complete analysis.
4. Provide MedPAC with results of analysis in requested form (tables, graphs, written summary and interpretation, data files in SAS, etc.).

G. Small scale surveys

MedPAC may seek to pursue surveys, including quick turn-around telephone surveys, of individuals/entities regarding a defined topic either nationally or in several locales. Again, projects will begin with a meeting between MedPAC and the contractor to define project goals. In consultation with staff, the contractor will determine the relevant sample, develop a survey protocol and data collection instrument, and conduct the survey. Finally, the contractor may, depending on the parameters of the task as defined by MedPAC, be asked to draft a report on the survey results. Specific tasks are as follows:

1. Meet with MedPAC staff to define the goals of the survey
2. Submit specific schedule for fielding survey and providing survey results. (One week after meeting with staff.)
3. Submit draft survey plan, including proposed sample, survey protocol and questionnaire, and analysis plan, including table shells. (Timing to be determined at initiation of project.)
4. Conduct the survey.
5. Produce a clean file of survey results in SAS format.

6. Prepare draft report on survey results and submit to MedPAC for comment.
7. Submit final report on survey.

PART I SECTION D
INSPECTION AND ACCEPTANCE

- I. The Contracting Officer or the duly authorized representative shall perform inspection and acceptance of materials and services to be produced.
- II. For the purpose of this section, the designated MedPAC Project Officer is the authorized representative of the Contracting Officer.
- III. The terms of inspection shall be in accordance with the "Inspection" clause (see Section H).

PART I SECTION E

DELIVERIES OR PERFORMANCE

- I. In addition to any other reports required elsewhere in the contract, the Contractors required to complete the following reports:

ADMINISTRATIVE PROGRESS REPORTS

A. During the period in which a Contractor is planning and conducting a project under this contract, the contractor shall submit monthly progress reports covering all work accomplished during the reporting period. The initial report shall cover the period from the effective date of the contract to the first reporting month.

B. Reports, in brief, informal, narrative form, shall include:

1. contract number;
2. a quantitative description of overall progress for each of the major tasks specified in Part I Section C;
3. a discussion of results obtained;
4. an indication of any current problems that may impede performance and proposed corrective action;
5. a discussion of the work to be performed during the next reporting period; and
6. a statement relating the overall progress being made up through the period of performance.

C. Administrative Progress Reports shall be submitted monthly, by the 10th working day of each month. One copy shall be submitted to the Project Officer.

II. PLACE OF DELIVERY

All items called for herein shall be shipped f.o.b. destination to the Project Officer, whose address is specified in Part I Section F.

III. PERIOD OF PERFORMANCE

The period of performance under this contract is 12 months from the date of award, plus four optional extension periods, as defined in Section G, for one year each, after completion of the basic contract period.

IV. OPTION TO EXTEND SERVICES

MedPAC may extend the period of performance of this contract for up to four additional one (1) year periods. The Contracting Officer may exercise such option by sending written notice to the contractor at least thirty (30) days prior to the contract completion date. If MedPAC exercises such options, the total duration of this contract, including the exercise shall not exceed 60 months.

Notwithstanding any provision contained herein, MedPAC is not precluded from negotiating the rates downward for the option periods.

MedPAC will consider the contractor's performance under this contract as a factor in its decision to exercise any option pursuant to this Paragraph.

PART I SECTION F
CONTRACT ADMINISTRATION DATA

I. DESIGNATION OF PROJECT OFFICER

A. _____ is hereby designated as the MedPAC Project Officer under this contract and can be contacted at the following address:

Medicare Payment Advisory Commission
601 New Jersey Avenue, NW, Suite 9000
Washington, DC 20001
Telephone Number: 202/220-3700

B. The Project Officer is responsible for the development, technical monitoring, and evaluation of this Contractor's technical performance under the contract. The Project Officer shall determine if the deliverables meet the requirements as MedPAC has set forth in this contract. The Project Officer is not authorized to make any changes that affect the contract amount, terms, or conditions.

II. DESIGNATION OF CONTRACTING OFFICER

A. _____ is hereby designated as the MedPAC Contracting Officer under this contract and can be contacted at the following address:

Medicare Payment Advisory Commission
601 New Jersey Ave., NW Suite 9000
Washington, D.C. 20001
Telephone Number: (202) 220-3700

B. Contracting Officer is responsible for:

1. The overall contract administration.
2. The Contracting Officer is authorized to make bilateral and unilateral changes to the contract that may result in extending the contract period of performance; making changes requested by the contractor: scope of work, contract price, quantity; quality, and delivery schedule by modification.
3. All payment inquiries.

III. INDEFINITE QUANTITY

This is an indefinite quantity contract for the services specified and effective for the period stated, in the Schedule. The quantities of services specified in the Schedule are estimates only and are not purchased by this contract.

IV. BUDGET ESTIMATES FOR PROJECTS

Each time a contractor is chosen to complete a project under this task order contract, the contractor will be asked to complete a financial proposal detailing the expected cost of the project, in accordance with the rules contained in Section K.

V. SUBMISSION OF INVOICES

- A. An original and two (2) copies of invoices or vouchers, fully assembled into sets, including required supporting statements or certifications and prominently identified with the contract number, shall be submitted by the Contractor to:

Medicare Payment Advisory Commission
601 New Jersey Avenue, N.W., Suite 9000
Washington, D.C. 20001
Attn: Reda Broadnax

- B. All vouchers shall be prepared and submitted in accordance with the instructions set forth in Part III, Section I.

VI. INVOICE PAYMENT

Payment shall be made on this contract as close as possible to but not later than 30 calendar days after an invoice containing the information set forth herein is received in the payment office designated in this contract. An invoice shall be deemed to have been received on the latter of:

- the date the invoice is actually received in the designated payment office, or

Unless a different time period is stated elsewhere in this contract, inspection/acceptance required by this contract shall be completed by MedPAC no later than five Government working days after the goods are delivered or the service is rendered.

VII. CONTRACTOR PROJECT DIRECTOR AND KEY PERSONNEL*

- A. The below listed Contractor personnel are believed by MedPAC to be necessary to the successful performance of work under this contract. The Contractor therefore agrees to assign these persons to the performance of work under the contract and shall not replace or substitute for such personnel without written authorization from the MedPAC Contracting Officer.
- B. The performance of the work required by this contract shall be conducted under the direction of _____. MedPAC reserves the right to disapprove any successor to this individual.
- C. The key personnel under this contract shall be:

*** To be completed at time of contract award.**

VIII. TECHNICAL DIRECTION

Performance of the work under this contract shall be subject to the technical direction of the Project Officer. The term "Technical Direction" is defined to include, without limitation, the following:

- A. The issuance of task requests to perform work as described in the Statement of Work.
- B. Directions to the Contractor which redirect the contract effort, shift work emphasis between project areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual statement of work.
- C. Provision of information to the Contractor which assists in the interpretation of specifications or technical portions of the work described.
- D. Review and, where required by the contract, approve technical reports, specifications, and technical information to be delivered by the Contractor to MedPAC, under the contract.

Technical direction must be within the statement of work stated in the contract.

Technical directions shall be issued verbally or in writing by the Project Officer.

The Project Officer does not have the authority to and may not issue any technical direction which (1) constitutes an assignment of additional work outside the general scope of the contract; (2) constitutes a change as defined in the contract clause entitled "Changes"*; (3) in any manner causes an increase or decrease in the total estimated contract performance; or (4) changes any of the expressed terms, conditions, or specifications of the contract.

The Contractor shall proceed promptly with the implementation of all technical directions duly issued by the Project Officer in the manner prescribed by this clause and within the authority of the provisions of this clause.

If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories defined in (1) through (4) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five working days after receipt of any such instruction or direction, and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that the technical direction is within the scope of this clause and does not constitute a change under the "Changes"* clause of this contract. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of an instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."* see Section H.

IV. INDIRECT COST RATES

A. The Contractor shall be reimbursed for all indirect costs hereunder, in accordance with the following:

Beginning with the effective date of this contract, indirect costs shall be reimbursed at the following rate(s):

<u>Indirect Costs</u>	Rate	Base	Period
Fringe Benefits	_____ %	*	Until Amended
Overhead	_____ %	**	Until Amended
G&A Expenses	_____ %	***	Until Amended

- * applicable to total direct salaries and wages.
- ** applicable to total direct salaries and wages, including fringe benefits.
- *** applicable to total direct costs, excluding G&A expense.

X. METHOD OF PAYMENT

- A. Payments under this contract shall be made either by check or by wire transfer through the Treasury Financial Communications Systems at the option of MedPAC.
- B. Within 7 days of receiving notice of award, the Contractor shall forward the following information, in writing, to the address shown in Paragraph III of this section to facilitate contract payments:
1. Full name (where practicable), title, phone number, and complete mailing address of responsible official to whom payments are to be sent.
 2. The following bank account information is required to accomplish wire transfer:
 - a. name of the receiving bank;
 - b. address of the receiving bank;
 - c. American Banker's Association (ABA) 9 digit identifier of the receiving bank;
 - d. Contractor's account number at the bank;
 - e. telegraphic abbreviation of Bank; and
 - f. Signature and title of Authorized Company Official:

_____Signature

_____Title

_____Date

- C. Any changes to the information furnished under paragraph B of this clause shall be furnished, in writing, to the Contracting Officer. It is the Contractor's responsibility to furnish these promptly to avoid payments to erroneous addresses or bank accounts.

PART I SECTION G
SPECIAL CONTRACT REQUIREMENTS

I. CONSULTANT SERVICES

The Contractor agrees to determine whether or not any consultant to be used under this contract has an agreement in effect with the Federal Government for similar services at a lesser consultant rate than that offered under this contract and, if so, to advise the Contracting Officer accordingly, prior to formalizing an agreement for consultant services.

II. PROCUREMENT OF ALL MATERIALS, DATA, AND SERVICES

Except as otherwise provided herein, procurement of all materials, data and services necessary for performance under the terms of this contract shall be the responsibility of the Contractor. This includes mainframe computer time (if any) and facilities.

III. PROJECT PERFORMANCE

The activities and deliverables outlined in the Statement of Work shall serve as the mechanism by which the Contractor's performance shall be measured. Any changes to the deliverable completion dates must be approved, in writing, by the Contracting Officer

IV. OPTION TO EXTEND SERVICES

- A. At the option of the Government, the period of performance of this contract may be extended for up to four additional one (1) year periods. Such options shall be exercised by the contracting officer, with written notice to the contractor at least thirty (30) days prior to the contract completion date. If the Government exercises such options, the contract as extended shall include this option provision provided, however, that the total duration of this contract, including the exercise of any options under this Clause shall not exceed 60 months.

Notwithstanding any provision contained herein, MedPAC is not precluded from negotiating the rates downward for the option periods.

The contractor is expressly advised that its performance under this contract shall be considered a factor in MedPAC's decision to exercise the option pursuant to this Paragraph.

B. Pricing for the first option period shall be as follows:

<u>Labor Classification*</u>	<u>Loaded Hourly Labor Rates**</u>
Project manager	\$
Senior programmer/analyst	\$
Programmer/analyst	\$
Junior programmer/analyst	\$
Clerical	\$
Other direct costs (ODC)	
Local G&A on ODC	_____ %
Fee on G&A & ODC	_____ %

* These labor classifications are defined in Section L, Paragraph I.C.1. and may be changed at time of award to coincide with the successful contractor's actual labor categories.

** Loaded hourly rates include salary, fringe benefits, labor overhead, G&A, and profit.

C. Pricing for the second option period shall be as follows:

<u>Labor Classification*</u>	<u>Loaded Hourly Labor Rates**</u>
Project manager	\$
Senior programmer/analyst	\$
Programmer/analyst	\$
Junior programmer/analyst	\$
Clerical	\$
Other Direct Costs (ODC)	
Local G&A on ODC	_____ %
Fee on G&A & ODC	_____ %

* These labor classifications are defined in Section L, Paragraph I.C.1. and may be changed at time of award to coincide with the successful contractor's actual labor categories.

** Loaded hourly rates include salary, fringe benefits, labor overhead, G&A, and profit.

NOTE: Coy the above Labor Classification and Labor Rates for option years 3-5 on another sheet of paper.

D. Notwithstanding any provision contained herein, MedPAC may increase or decrease the contract ceiling amount for each option period.

V. CONTRACTOR'S PROPOSAL

The Contractor's proposal dated _____ and amendments (if any) dated _____ are hereby incorporated as part of this contract.

VI. AVAILABILITY OF FUNDS

The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

PART II SECTION H

CONTRACT CLAUSES

Clause 1 Limitation of Cost

- (a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than the estimated cost specified in this contract. The contractor agrees to use its best efforts to perform the work specified in this contract and all obligations under this contract within the estimated cost.
- (b) The Contractor shall notify the Project Officer in writing whenever the amount invoiced under this contract is within twenty percent (20%) of the total authorized amount of the contract as stated in Section B.
- (c) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause
 - (i) MedPAC is not obligated to reimburse the contractor for costs above the total authorized amount of this contract;
 - (ii) The contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the total amount of this contract, until the Contracting Officer notifies the contractor in writing that the total authorized cost of the contract has been increased.

Clause 2 Allowable Cost and Payment

- (a) Final payment.
 - (i) The contractor shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but not later than one year (or longer, as the contracting officer may approve in writing) from the completion date. Upon approval of that invoice or voucher, and upon the contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
 - (ii) The contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the contractor has been reimbursed by the Government. Reasonable expenses incurred by the contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the contracting officer.

Clause 3 Rights in Data

- (a). Data, information, or analysis generated or derived by research or other activities funded by this contract shall be used only for the purposes of the contract. Such data, information or analysis shall not be used or disclosed for any purpose other than to fulfill the requirements set forth in this contract. All research materials, except the contractors own notes, compiled by the contractor in the performance of this contract are the sole property of MedPAC and shall be returned to it at the conclusion of the project.
- (b). Where data and other information provided by MedPAC to the Contractor comes from the Centers for Medicare and Medicaid Services (CMS), or any other Federal or State entity, the Contractor agrees to abide by, and when requested by MedPAC to execute, applicable data use agreements (or comparable documents).
- (c). Research and analysis funded under this contract may be published by MedPAC, in its discretion, as an official MedPAC report. An official government report is a work of the United States Government and, under the terms of 17 U.S.C. 101,105, not eligible for copyright protection.
- (d). MedPAC is the sole owner of any intellectual property arising or resulting from the performance of this contract. MedPAC grants to the contractor a royalty-free, non-exclusive license to utilize any such intellectual property and to publish any analysis or interpretation of such intellectual property in scientific, technical or professional journals, consistent with the requirements of paragraphs e and f below. Nothing in this agreement is intended to limit the contractor's right to seek copyright protection, consistent with Federal law, for such publication.
- (e). The contractor agrees not to disclose, verbally or in writing, any data, information or analysis generated or derived by research or other activities funded by this contract for the period beginning with the issuance of the initial task order through June 30th following completion of the project without prior MedPAC approval. The contractor must provide MedPAC information necessary for it to approve disclosure.
- (f). After June 30th following completion of the project, the contractor may publish or otherwise disclose any analysis or interpretation of data, information, or analysis generated or derived from research or other activities funded by this contract. Prior to publishing or otherwise disclosing such analysis or interpretation, the contractor shall notify MedPAC of its intent to do so.
- (g). If MedPAC so requests, the Contractor shall include the following acknowledgment of MedPAC support as part of any written publication of research funded by this contract:

The research underlying this [article] was completed with support from the Medicare Payment Advisory Commission. The findings, statements, and views expressed are those of the authors and do not necessarily represent those of the Commission.

Clause 4 Changes

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes and additions within the general scope of this contract including but not limited to any one or more of the following: (i) topics to be covered; (ii) methodology to be employed including travel and interviews; (iii) method of presentation of results including oral presentations in any place; and (iv) number of copies of reports required.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms or conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must submit any "proposal for adjustment" (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost clause of this contract.

Clause 5 Termination for the Convenience of the Government

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. In the event of such termination, the Government shall pay the Contractor (i) the amount stated in the contract payment provisions for completed work accepted by the Government, and (ii) an amount agreed upon by the Contractor and Contracting Officer for the partially completed work which is accepted by the Government. Failure to reach an agreement as per (ii), above, shall constitute a "dispute" under the Dispute Clause.

Clause 6 Disputes & Protest

All claims by a Contractor against MedPAC relating to this contract shall be in writing and shall be submitted to the Executive Director for a decision. The Executive Director shall issue a decision in writing, and shall mail or otherwise furnish a copy of the decision to the Contractor. The decision shall state the reasons for the decision reached, and shall inform the Contractor of his or her rights as provided in the contract.

Clause 7 Stop Work Order

The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

Clause 8 Notice Regarding Late Delivery

In the event the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, the Contractor shall immediately notify the Contracting Officer and Project Officer thereof in writing, giving pertinent details, including the date by which he expects to complete performance or make delivery; provided, however, that this data shall be informational only in character and that receipt thereof shall not be a waiver by the Government of any contract delivery schedule or date, or any rights or remedies provided by law or under this contract.

Clause 9 Inspection and Audit

MedPAC, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate, the work performed or being performed hereunder either at MedPAC or on the premises on which it is being performed, at the election of MedPAC.

Clause 10 Audits and Records

(a) Examination of costs. If this is a cost reimbursement, incentive, time and materials, labor hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.), sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(b) Cost or pricing data. If, pursuant to law, the Contractor has been required to submit cost or pricing data in connection with pricing this contract or any modification to this contract, the Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit all books, records, documents, and other data, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.), including computations and projections, related to proposing negotiating, pricing, or performing the contract or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

(c) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit books, records, other documents, and supporting materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraphs (a) and (b) above, for examination, audit, or reproduction, until 3 years after final payment under this contract In addition:

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and (2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are disposed of.

(e) The Contractor may transfer computer data in machine readable form from one reliable computer medium to another. The Contractor's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original data. The contractor's choice of form or type of materials described in paragraphs (a), (b), and (c) of this clause affects neither the Contractor's obligations nor the Government's rights under this clause.

(f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts over \$10,000 under this contract, altering the clause only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

Clause 11 Subcontracts

- (a) The Contractor shall not enter into any subcontract, purchase order to accomplish work required under this contract or work related to that required under this contract without the prior written approval of the Contracting Officer.
- (b) Authorized subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the Government. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this contract.

Clause 12 Assignment of Claims

- (a) The Contractor, under the Assignment of Claims Act, as amended; 31 U.S.C. 203, 41 U.S.C. 15 (hereafter referred to as the “the Act”), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

Clause 13- News Releases/Endorsements/ Advertising

- (a) The Contractor agrees that in the release of information concerning, or resulting from, this contract such release shall include a statement to the effect that the project is sponsored by MedPAC and, if deemed applicable by MedPAC, a disclaimer that views expressed do not necessarily represent that of MedPAC.
- (b) The Contractor agrees not to refer to this contract or MedPAC, in advertising, promotional or any other materials, in such a manner as to state or imply that the products or services provided are endorsed or preferred by MedPAC or are considered by MedPAC to be superior to other products or services. No news release, press conference, or advertisement pertaining to this contract will be distributed or broadcast without prior written approval by MedPAC.

Clause 14 Compliance with Laws

The Contractor shall comply with all applicable Federal, State, and local laws rules and regulations applicable to its performance under this contract. The Contractor further agrees to hold MedPAC harmless from any and all liabilities, claims fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by the Contractor of goods or supplies or the furnishing of services that do not meet the requirements of any applicable laws or regulations.

Clause 15 Patent and Copyright Infringement

The Contractor warrants that the products, in the form delivered to MedPAC, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of the Contractor are free from any valid claim for copyright or trademark infringement and agrees to save and hold harmless and indemnify MedPAC against such infringement liability based upon MedPAC's possession thereof without alteration.

Clause 16 Travel

The Contractor shall take necessary steps to restrict travel under this contract to the minimum required for effective performance of the work. Travel outside of the Washington Metropolitan area shall not be undertaken without the Project Officer's prior written approval. Government reimbursable policy shall apply at the rates establish in Joint Travel Regulations.

Clause 17- Service Contract Act

Service contracts over \$2,500 shall contain mandatory provisions regarding minimum wages and fringe benefits, safe and sanitary working conditions, notification to employees of the minimum allowable compensation, and equivalent Federal employee classifications and wage rates. Under 41 U.S.C. 353(d).

Clause 18 - Option Years

MedPAC may require continued performance of any services within the limits and at the rates specified in the contract. Theses rates may only be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor.

Clause 19 - Central Contractor Registration

Prospective contractors shall be registered in the CCR database prior to award of a contract or agreement.

PART III SECTION I
LIST OF ATTACHMENTS

<u>No.</u>	<u>Title</u>	No. Pages	Attachment
1.	Instructions for Preparing	6	“A”
2.	Public Voucher	1	“B”
3.	Contract Pricing Proposal Cover Sheet	1	“C”

BILLING INSTRUCTIONS

Applicable to negotiated cost reimbursement contracts.

I. INTRODUCTION

These instructions reflect the standards to be used for adequately preparing vouchers or invoices for processing by MedPAC. Prompt payment of your claims will be promoted by your compliance. Cost reimbursement contracts (Cost, CPFF, and T&M) are subject to audit; therefore all costs claimed must be adequately supported by accounting records and other auditable data.

II. VOUCHER SUBMISSION

A. Forms

In claiming reimbursement, use either: (1) the Government Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal or (2) the Contractor's own voucher forms. If the Contractor's own forms are used, the billing content should agree with that illustrated in Attachment B.

B. Number of Copies

For submission purposes each voucher will be prepared in one original and two (2) copies.

C. Time for Submission

Vouchers may be submitted at the beginning of each calendar month for costs incurred during the preceding month. Costs incurred earlier than the preceding month, but not previously billed for, may be included, but the amount and month(s) in which such costs were incurred must be stated in the SF 1034.

D. Resubmission of Costs

Costs resubmitted after suspension should be claimed in a separate public voucher and marked "Resubmission of Costs".

E. Cost Incurrence Period

Costs must be incurred, and the dates of the related "billed for" period must fall within the contract performance period as set forth in the original contract and any amendments thereto.

F. Contractor's Fiscal Year

Vouchers should be prepared in such a manner that costs claimed can be associated or identified with the Contractor's fiscal year. This will ensure proper application of an indirect cost rate(s) to the direct costs of a particular fiscal year.

III. PREPARATION GUIDE

Attachment B illustrates the parts of a typical voucher. Specific comments directed to each part are as follows:

A. Completion of Form 1034 (Refer to Attachment B)

On the form 1034 or equivalent, the following information is required:

1. The voucher number, which should be sequential.
2. The date voucher was prepared.
3. The Contractor's name and address to which payment should be made, except in case of assignment of claims, put the address of the organization to which payments have been assigned.
4. The contract number and date of contract.
5. The number and date of the applicable order. (Applicable only when billings are consequent to work assignments or task orders).
6. The period that billing covers (enter the specific month/year or months/year if quarterly).
7. The statement given including the contract number.

8. The dollar amount of this billing. The amount claimed on this form must agree with the related amounts reflected in the Contractor's detail of expenditures.
9. The complete invoice submission address as stated in the submission article of the contract.
10. The necessary certifications and signatures. The certification of costs/fees is mandatory.

B. Completion of Detail of Expenditures

The Contractor must submit a detail of expenditures that provides a breakdown to support the total amount cited in SF 1034. The purpose of the detailed information is to assist the Contracting Officer and program personnel in relating costs incurred to work performed. The several categories of cost will be itemized and described as follows:

1. Direct Labor cost consists of salaries and wages paid for work performed directly for the contract and pursuant to its terms. Such labor costs (excluding fringe benefits and overtime, premium pay) will be billed as follows:
 - a. Provide the job title or title or classification of the worker, and provide for each classification: The number of hours worked the hourly rate, and the total wage or salary. The name of the worker should usually be provided, but when a great number of routine workers are involved, the position classifications only will suffice.
 - b. The cost of direct labor charged to the contract must be supported by time records maintained in the Contractor's office; when salaries are involved, reasonable estimates on a post basis may be used in lieu of time records.
2. Fringe Benefits are to be treated according to the Contractor's established practice:
 - a. If fringe benefits, bonuses, etc., are included in the overhead pool, no specific entry is required.

- b. Fringe benefits can be treated as direct costs, in which case, enter the Fringe Benefits expressed as a percentage factor of the direct labor base or show the Actual Fringe Benefits cost. Insure that the procedure used complies with contract specifications.
- 3. Materials and Supplies should include only those items that the Contractor normally treats as “direct costs”. Bill these costs under major classifications or categories such as office supplies, chemicals, electronics parts, etc., unless any one particular item within a class exceeds \$300.00, in which case all such item(s) exceeding \$300.00 must be specifically identified. NOTE: Under no circumstance shall any item of nonexpendable equipment be included within these classifications. (See 8 below)
- 4. Premium pay of any kind (including overtime) must be authorized by the Contracting Officer in advance. Billings for unauthorized premium pay have caused frequent delays in payment due to suspensions and exchange of correspondence. Generally such pay is not included in the direct labor base and should not be included in the billing for “direct labor” unless the Contractor has consistently followed this practice in the past as a matter of policy. Make entries as follows:
 - a. In the Detail of Expenditures list as a single item.
 - b. In SF 1034-itemize for each position or job category referencing the Contracting Officer’s letter of authorization. NOTE: On Special Authorizations: According to the contract, certain costs require specific authorization in writing by the Contracting Officer. Whenever the voucher includes costs pursuant to C.O. authorization, include, for example, the reference: “C.O. letter (date)” or “approval number 57/74/115” of the C.O. cites said number in his letter.
- 5. Travel as authorized by the contract shall include the following in the SF 1034.
 - a. Travel by Contractor shall provide:
 - (1) Name of traveler or title;

- (2) Dates of departure and return to departure point;
- (3) Transportation costs;
- (4) If claim for subsistence is on per diem basis show number of days, rate, and amount, as authorized in contract. If claim is based on actual cost of subsistence, show on a daily basis the amounts claimed for lodging and meals separately; and
- (5) Reference to Contracting Officer's letter of authorization of approval is necessary.
 - Travel by consultants shall provide detail similar to Contractor travel above.
- (6) Consultant Fees must reflect each consultant's name, daily honorarium, and number of days claimed. Travel for consultants (if applicable) must be itemized separately.
- (7) Subcontract requires the name of each subcontractor involved and the dollar amount claimed. Costs claimed by cost reimbursement subcontractors must be on an "as incurred" basis, and subcontractor back up information similar to the SF 1034 must be obtained and attached for each subcontractor. Claims for Fixed Price subcontractors shall be on the basis of product or performance delivered and accepted by the prime Contractor.
- (8) Equipment is an article of personal property, complete in itself, that is of a durable nature with an expected service life of one year or more; equipment does not ordinarily lose its identity or become a component part of another article when put to use. For the purposes of invoicing and reporting under awarded contracts, the definition of nonexpendable property and equipment are equivalent because the definition of nonexpendable property does not include a dollar limitation. (The standard definition of "nonexpendable property" considers items costing \$200.00 or more excluding transportation, installation, taxes with a useful life of a year or more and property sensitive to conversion to private use (no cost limit)).

Therefore, when billing for nonexpendable property (equipment) costs, the Contractor must attach four (4) copies of a list of Nonexpendable Government Property in Possession of Contractor to the original invoice copy. The Contractor will retain the fifth copy. Only that property being billed for must be included in the list; that is, other Government property (furnished), reportable of itself, will be reported per the Government Property provisions of the contract. However, the property report required in the contract must include all property whether Government furnished or Contractor purchased.

(9) Overhead will be charged at provisional rates resulting from audit determination and/or negotiation. Provisional rates will apply pending the establishment of final negotiated overhead rates for the Contractor's fiscal year.

(10) Other Direct costs are minor costs that cannot be placed within any of the categories listed above. Identify by categories to the extent both possible and reasonable.

(11) Fixed Fee when applicable should be billed by prorating the negotiated total fee to costs incurred. Applying a fee percentage to the fee base will achieve this effect. Refer to the contract provisions for guidance.

(12) Gross summary of Budget costs which equals contract amount, by category showing amount previously claimed, amount claimed under this voucher, and cumulative through this voucher.

IV. VOUCHER SUBMISSION ADDRESS

Submit the original and two (2) copies of each voucher to the address specified in the contract.

Refer to the invoice submission article of the contract for special directions regarding completion invoices and advance copy invoices for information only.

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO.	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION				DATE VOUCHER PREPARED		SCHEDULE NO.	
				CONTRACT NUMBER AND DATE		PAID BY	
				REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS				DATE INVOICE RECEIVED			
				DISCOUNT TERMS			
				PAYEE'S ACCOUNT NUMBER			
				GOVERNMENT B/L NUMBER			
SHIPPED FROM				TO		WEIGHT	
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUAN- TITY	UNIT PRICE		AMOUNT (1)	
				COST	PER		
(Use continuation sheet(s) if necessary)				(Payee must NOT use the space below)		TOTAL	
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		APPROVED FOR = \$		EXCHANGE RATE = \$1.00		DIFFERENCES	
		BY 2					
		TITLE		Amount verified; correct for			
				(Signature or initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
		(Date)		(Authorized Certifying Officer) 2		(Title)	
ACCOUNTING CLASSIFICATION							
PAID BY	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER		ON (Name of bank)
	CASH \$		DATE		PAYEE 3		
1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John						PER	
						TITLE	

Previous edition usable.

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

18

CONTRACT PRICING PROPOSAL COVER SHEET
(Cost or Pricing Data Required)

1. SOLICITATION/CONTRACT/MODIFICATION NUMBER

OMB No.: 9000-0013
Expires: 09/30/98

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

2a. NAME OF OFFEROR			3a. NAME OF OFFEROR'S POINT OF CONTACT		3c. TELEPHONE					
2b. FIRST LINE ADDRESS			3b. TITLE OF OFFEROR'S POINT OF CONTACT		AREA CODE	NUMBER				
2c. STREET ADDRESS			4. TYPE OF CONTRACT ACTION (Check)							
2d. CITY			2e. STATE		2f. ZIP CODE					
							a. NEW CONTRACT		d. LETTER CONTRACT	
							b. CHANGE ORDER		e. UNPRICED ORDER	
5. TYPE OF CONTRACT (Check)			c. PRICE REVISION/REDETERMINATION		f. OTHER (Specify)					
<input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> OTHER (Specify)			6. PROPOSED COST (A+B=C)							
			A. COST		B. PROFIT/FEE	C. TOTAL				

7. PERFORMANCE

PLACE	a.		PERIOD	a.	
	b.			b.	

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)

a. LINE ITEM NO.	b. IDENTIFICATION	c. QUANTITY	d. TOTAL PRICE	e. PROP. REF. PAGE

9. PROVIDE THE FOLLOWING (If available)

NAME OF CONTRACT ADMINISTRATION OFFICE			NAME OF AUDIT OFFICE		
STREET ADDRESS			STREET ADDRESS		
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
TELEPHONE	AREA CODE	NUMBER	TELEPHONE	AREA CODE	NUMBER
10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "yes" identify)			11a. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "yes," complete Item 11b)		11b. TYPE OF FINANCING (Check one)
<input type="checkbox"/> YES <input type="checkbox"/> NO			<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> ADVANCE PAYMENT <input type="checkbox"/> PROGRESS PAYMENTS <input type="checkbox"/> GUARANTEED LOANS
12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "yes," identify item(s), customer(s) and contract number(s) on reverse of form.)			13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31, COST PRINCIPLES? (If "no," explain on reverse of form)		
<input type="checkbox"/> YES <input type="checkbox"/> NO			<input type="checkbox"/> YES <input type="checkbox"/> NO		

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

a. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal)	b. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
c. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NONCOMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)	d. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

This proposal is submitted in response to the solicitation, contract, modification, etc., in Item 1 and reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.804-6(b)(1), and Table 15-2. By submitting this proposal, the offeror, if selected for negotiation, grants the contracting officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or any other form, or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

15. NAME OF OFFEROR (Type)	15. TITLE OF OFFEROR (Type)	16. NAME OF FIRM
17. SIGNATURE		18. DATE OF SUBMISSION

PART III SECTION J

**REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR QUOTERS**

TO BE COMPLETED BY THE OFFEROR:

The Representations and Certifications must be executed by an individual authorized to bind the Offeror. By signing below, the Offeror makes the following representations and certifications as a part of its proposal. Where applicable, the Offeror shall make the appropriate Representations and Certifications by checking or completing the boxes or blanks where they appear in the following section.

(Name of Offeror)

MedPAC
(RFP Number)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PART IV SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

I. REPRESENTATIONS AND CERTIFICATIONS

1. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT AND OTHER RESPONSIBILITY
MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that (i) The Offeror and/or any of its Principals

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

3. TYPE OF BUSINESS ORGAINIZATION

The offeror, by checking the applicable box, represents that – (a) it operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.

4. AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

5. PERIOD FOR ACCEPTANCE OF OFFER

In compliance with the solicitation, the offeror agrees, if this offer is accepted within calendar days (120 calendar days unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

6. PLACE OF PERFORMANCE

- (a). The offeror, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend to use one or more plants or facilities located at a different address from the address of the offeror as indicated in this proposal or quotation.
- (b). If the offeror checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street)
Address, City, County, State,
Zip Code

Name and Address of Owner and
Operator of the Plant or
Facility if Other than Offeror

7. WALSH-HEALY PUBLIC CONTRACTS ACT REPRESENTATION

The offeror represents as a part of this offer that the offeror [] is or [] is not a regular dealer in, or [] is or [] is not a manufacturer of, the supplies offered.

8. CERTIFICATION OF NONSEGREGATED FACILITIES

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and shall not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and shall not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A certification of Non-segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

9. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The offeror represents that -

- (A). It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 1114;
- (B) It ☐ has, ☐ has not, filed all required compliance reports; and
- (C) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

10. AFFIRMATIVE ACTION COMPLIANCE

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

11. CLEAN AIR AND WATER CERTIFICATION

The Offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract ☐ is, ☐ is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. BUY AMERICAN CERTIFICATION

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled 'Buy American Act--Supplies'), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies accepted from the Buy American Act.

Excluded End Products	Country of Origin
-----------------------	-------------------

(List as necessary)

13. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (NON-DEFENSE)

NOTE: This notice does not apply to small businesses or foreign governments.

- (a) Any contract over \$100,000 resulting from this solicitation shall be subject to Cost Accounting Standards (CAS) if it is awarded to a business unit that is currently performing a national defense CAS covered contract or subcontract, except when
 - (1) The award is based on adequate price competition;
 - (2) The price is set by law or regulation;
 - (3) The price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
 - (4) One of the exemptions in 4 CFR 331.30(b) applies (also see Federal Acquisition Regulation (FAR) 30.201-1(b)).
- (b) Contracts not exempted from CAS shall be subject to full or modified coverage as follows:

- (1) If the business unit receiving the award is currently performing a national defense contract or subcontract subject to full CAS coverage (4 CFR 331) (FAR 30.201(a)), this contract will have full CAS coverage and will contain the clauses from the FAR entitled Cost Accounting Standards (52.230 3) and Administration of Cost Accounting Standards (52.230 4).
- (2) If the business unit receiving the award is currently performing a national defense contract or subcontract subject to modified CAS coverage (4 CFR 332) (FAR 30.201-2(b)), this contract will have modified coverage and will contain the clauses entitled Disclosure and Consistency of Cost Accounting Practices (52.230 5) and Administration of Cost Accounting Standards (52.230 4).

A. Certificate of CAS Applicability

The offeror hereby certifies that

☐ The offeror is not performing any CAS covered national defense contract or subcontract. The offeror further certifies that it will immediately notify the Contracting Officer in writing if it is awarded any national defense CAS covered contract or subcontract subsequent to the date of this certificate but before the date of the award of a contract resulting from this solicitation. (If this statement applies, no further certification is required.)

☐ The offeror is currently performing a negotiated national defense contract or subcontract that contains the Cost Accounting Standards clause at FAR 52.230 3.

☐ The offeror is currently performing a negotiated national defense contract or subcontract that contains the Disclosure and Consistency of Cost Accounting Practices clause at FAR 52.230 5.

B. Additional Certification CAS Applicable Offerors

☐ The offeror subject to Cost Accounting Standards further certifies that practices used in estimating costs in pricing this proposal are consistent with the practices disclosed in the Disclosure Statement where it has been submitted pursuant to CAS Board regulations (4 CFR 351) as required by FAR 30.202-1 through 30.202.5.

C. Data Required CAS Covered Offerors

The offeror certifying that it is currently performing a national defense contract containing either CAS clause (see A above) is required to furnish the name, address (including agency or department component), and telephone number of the cognizant Contracting Officer administering the offeror's CAS covered contracts.

Name of Contracting Officer:

Address:

Telephone Number:

14. CERTIFICATE OF CURRENT COST OR PRICING DATA

When a certificate of cost or pricing data is required to be submitted in accordance with Federal Acquisition Regulation (FAR) 15.804-2, the Contracting Officer will request that the Offeror complete, execute, and submit to the Contracting Officer a certification in the format shown in the following Certificate of Current Cost or Pricing Data. The certification shall be submitted only at the time negotiations are concluded. Offerors should complete the certificate set forth and return it when requested by the Contracting Officer.

Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the FAR and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of * are accurate, complete, and current as of **. .

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm:

Name:

Title:

Date of execution: ***

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.)

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

II. GENERAL FINANCIAL ORGANIZATIONAL INFORMATION

Information regarding the following items shall be furnished in sufficient detail to allow a full and complete business evaluation.

If a question indicated is not applicable or the answer is none, it should be annotated.

1. Contractor:
Address:

Telephone Number:

Individual(s) to
contact regarding
this proposal:

2. Cognizant
Government
Audit Agency:

Address:

Auditor:

3. a. Work Distribution for the Last Completed Fiscal Accounting Period Sales:

Government cost reimbursement type prime contracts and subcontracts	\$
Government fixed price prime contract and subcontracts	\$
Commercial sales	\$
Total sales	\$

*If financial records are maintained at some other location, show the address of the place where the records are kept. **NOTE: This information shall be submitted with the proposal.**

- b. Total Sales for First and Second Fiscal Years Immediately Preceding Last Completed Fiscal Year:

Total sales for first preceding fiscal year \$

Total sales for second preceding fiscal year \$

4. Is company a separate entity or division?

If a division or subsidiary corporation, name parent company:

5. Date company organized:

6. Personnel:

Total employees:

Direct:

Indirect:

Standard Work Week (hours):

7. Commercial Products:

8. Attach a current organizational chart of the company.

9. Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ <u>Actual Cost</u>	Standard <u>Cost</u>
Estimating System		
Job Order		
Process		

	<u>Estimated/ Actual Cost</u>	<u>Standard Cost</u>
Accumulating System		
Job Order		
Process		

Has your cost estimating system been approved by any Government agency?

Yes No

If yes, give name and location of agency:

Has your cost accumulation system been approved by any Government agency?

Yes No

If yes, give name and address of agency:

10. What is your fiscal year period? (Give month to month dates)

What were the indirect cost rates for your last completed fiscal year?

	Fiscal Year	Indirect Cost Rate	Basis of Allocation
Fringe Benefits			
Overhead			
G&A Expense			
Other			

11. Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency?

If yes, give name and location of the Government agency:

Date of last preaward audit review by a Government agency:

12. Cost estimating is performed by:

() accounting department

() contract department

() other

(describe)

13. Has system of control of Government property been approved by a Government agency?

If yes, give name and location of agency:

*If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.

14. Purchasing Procedures:

Are purchasing procedures written? Yes No

Has your purchasing system been approved by a Government agency?

Yes No

If yes, give name and location of agency:

15. Does your firm have an established written incentive compensation or bonus plan?

Yes No

PART IV SECTION L
INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS

I. SINGLE OR MULTIPLE AWARDS

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar services to two or more sources under this solicitation.

II. INSTRUCTIONS TO OFFERORS

The following instructions establish the acceptable requirements for the format and content of proposals. Your special attention is directed to the requirements for technical and business proposals to be submitted in accordance with Paragraphs B and C of these instructions.

A. GENERAL INSTRUCTIONS

1. Any resultant contract shall include the Contract Clauses (Section H) applicable to the selected offeror's organization and type of contract awarded.
2. The proposal shall be in two parts a "technical proposal" and a "business proposal." Each of these parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal shall not contain reference to cost; however, resource information such as data concerning labor hours and categories, materials, subcontracts, etc., shall be contained in the technical proposal so that the offeror's understanding of the Statement of Work may be evaluated. The technical proposal must disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.
3. The proposal shall be signed by an official authorized to bind your organization. An original plus six (6) copies of your technical proposal and an original plus three (3) copies of your business proposal shall be submitted. Proposals shall be either hand delivered or mailed to the following address:

Medicare Payment Advisory Commission
601 New Jersey Avenue, NW
Suite 9000
Washington, DC 20001
Attn: Cynthia Wilson

Proposals shall be conspicuously marked with the RFP number and delivered to MedPAC prior to the closing time and date set forth in the RFP letter for receipt of proposals.

4. Offerors may, at their discretion, submit alternative proposals or proposals that deviate from the requirements, provided that they also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of MedPAC. Alternative proposals or deviations from any requirements of this RFP shall be clearly identified.
5. MedPAC shall evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.
6. Offerors' proposals must disclose the technical approach in as much detail as possible, including, but not limited to, the requirements specified in the Technical Proposal Instructions, Paragraph B.3. In addition, offerors must comply with the requirements of the Business Proposal Instructions, Paragraph C.
7. It is understood that your proposal shall become part of the official contract file.
8. The RFP does not commit MedPAC to pay any cost for the preparation and submission of a proposal. In addition, the Executive Officer is the only individual who can legally commit MedPAC to the expenditure of public funds in connection with this proposed acquisition.

B. TECHNICAL PROPOSAL FORMAT

To facilitate technical proposal evaluation, the offeror shall submit a separate enclosure entitled, "Technical Proposal," and shall mark it "Volume I." To expedite evaluation of submitted proposals, each offeror's technical proposal shall contain the following major sections in the order listed:

- 1.0 Executive Summary
- 2.0 Proposed Personnel Qualifications
- 3.0 Technical Approach
- 4.0 Management Plan
- 5.0 Hypothetical Project Proposal
- 6.0 Organizational Qualifications and Past Performance
- 7.0 Additional Information
- 8.0 Summary of Deviations/Exceptions in the Technical Proposal
- 9.0 Proposal Content

Appendix: Resumes for all proposed professional personnel.

Authors of the proposal shall be indicated for each section (excluding the appendix).

The technical proposal should generally address the offeror's proposed approach to four or more of the types of projects described in the Statement of Work (Section C). However, in addressing the hypothetical project presented in section 3 below, offerors should give detailed description of their proposed approach for one project type.

To assist in preparing each section of the proposal, offerors are furnished the following information:

1. Section 1.0 Summary and Context

This section shall consist of a brief (2 pages maximum) summary of the major elements of the offeror's proposal.

2. Section 2.0 Proposed Personnel Qualifications

This section, together with the Appendix (resumes), shall contain sufficient evidence to permit evaluation of the qualifications of the proposed project staff. For additional information, consult Section M, Evaluation Criteria for Award. The offeror must identify which staff members would work on which project types and which subject matter areas.

- a. In this section, the offeror shall discuss the qualifications of the proposed personnel; describe their experience, education, specific scientific or technical accomplishments, highlighting how their skills would align with the needs of the particular project types proposed and the relevant substantive areas. This information shall be provided for the project team members and, if included in the project, the additional personnel identified in (b) below. The proposal shall include (in an Appendix) resumes identifying the professional personnel that shall be employed to perform the contract.
- b. The offeror shall describe and submit resumes for additional personnel and consultants, if any, that are required for any item of work. The offeror shall indicate the technical areas, character, and extent of consultant activity.
- c. The offeror shall discuss the anticipated availability of proposed personnel and how staff would be chosen/assigned to projects under the contract.

3. Section 3.0 Technical Approaches

- a. This section shall describe the skills and techniques the offeror would use to perform four or more tasks described in the Statement of Work (Section C) that the offeror proposes to provide under the contract with respect to the range of Medicare issues.

The offerors should discuss their general approach to these projects including their analytic approach, knowledge of Medicare and other relevant data, knowledge of research methods, and ability to conceptualize relevant policy issues. Offerors should use the hypothetical example described in Section 5.0, Hypothetical Project Proposal, to demonstrate how they would perform specific tasks. Please indicate in as much detail as possible, the general approach you would take in responding to each of the types of projects described in Part I, Section C (Statement of Work) that you propose to provide under the contract.

To this end, the recommendations and technical approach should be specific, detailed and complete enough to clearly and fully demonstrate that the offeror thoroughly understands the intent of the Statement of Work, together with proposed approaches.

b. Responses must demonstrate the offeror's understanding of how such projects can further MedPAC's role and responsibilities as a nonpartisan Congressional commission, including needs for accountability, transparency, timeliness, clarity and impartiality.

c. In addition to a general description, responses should include a list of key analytic and technical issues to be addressed in doing each of the proposed project types.

d. Please identify the obstacles and/or challenges inherent in completing each type of project you propose to complete and how you would overcome them. Feel free to use examples from previous work. For example, you may want to discuss how to gain cooperation of a targeted provider group or how best to work with flawed data files.

e. Stating that the offeror understands and shall comply with the Statement of Work, or paraphrasing the Statement of Work, or parts thereof, is considered inadequate. So are phrases such as "standard procedures shall be employed" and "well known techniques shall be used."

f. This section shall not exceed 15 pages.

4. Section 4.0 Management Plan

a. This section shall describe how the offeror plans to use project staff and corporate resources to complete task requests.

b. As appropriate, the offeror should describe the organization and management methods you will use in the technical management of the proposed project types under the contract. Similar to the technical approach, your description of this facet of the work should demonstrate an understanding of the nature of the tasks and their potential problems and how you shall identify issues in a timely manner and at the proper level of authority. Further, the management plan should describe the offeror's approach for working with MedPAC staff and how any consultants, if used, will be effectively integrated into a project.

c. The offeror's proposal should include a discussion of those processes and systems that will ensure valid deliverables (that is, results that soundly reflect the consensus of the appropriate scientific community) that are satisfactorily completed within a project's time and cost projections.

d. This section shall not exceed 10 pages.

5. Section 5.0 - Hypothetical Project Proposal

This section should include abbreviated proposals in response to the hypothetical project described below, including a brief contextual discussion, proposed technical approach for four or more project types listed below, personnel qualifications, and management plan, choosing from among those the offeror proposes to provide under contract.

In addition to a 3 page overview, each individual project description should not exceed 3 pages. You may cross reference as needed to Section 2.0 (Proposed Personnel Qualifications), Section 3.0 (Technical Approach) and Section 4.0 (Management Plan).

Formulary management, quality of prescribing and cost containment

As beneficiaries have considered their choices under the Medicare drug benefit, both beneficiaries and policy makers have focused new attention on how drug formularies affect the drugs beneficiaries receive. Some beneficiary advocates have argued that formularies combined with utilization management tools, like prior authorization and step therapy, may make it difficult for beneficiaries to receive the medications their physicians believe are most appropriate to treat their medical conditions. Others have argued that formularies are necessary to allow payers to negotiate lower drug prices with pharmaceutical manufacturers. Further, a well-designed formulary should include a plan appeals and exceptions process that ensures that beneficiaries receive medicines that are medically necessary, whether they are listed on their plan's formulary or not.

Perhaps less attention has been directed to the quality of medication therapy beneficiaries are receiving. Many Medicare beneficiaries have multiple chronic conditions and take many drugs on a daily basis. Geriatricians have often reported that polypharmacy—the use of too many medications with accompanying risks of adverse reactions—is a considerable problem among the elderly. Additionally, some clinicians have questioned the extent to which physician prescribing behavior is evidence-based. The large number of new drugs that have been marketed in the past decades make it difficult for any one physician to keep abreast of research data on all therapeutic options. Some health plans argue that formularies developed by P&T committees give physicians the tools to improve the quality of their prescribing patterns.

Conversely, others argue that while physicians might be able to substitute one drug that treats a given condition for another in the general population, the drugs may be less interchangeable for elderly patients taking multiple medications. In addition, drug changes may lead to cost increases for Medicare associated with visits and tests to monitor how patients do on new therapies.

MedPAC seeks contractor assistance to better understand how Part D formularies have affected both the costs of the drug benefit and the quality of the medication therapy that Medicare beneficiaries are receiving.

This project has four parts: First, we would like to know if Part D plan formularies have changed the therapies that Medicare beneficiaries are receiving. Second, we would like to know how the use of formulary systems has affected the cost of the Medicare drug benefit.

Third, we want to determine the extent to which there are consensus indicators to measure appropriate prescribing for specific conditions or populations. Fourth, to the extent that such indicators exist, we would like to be able to evaluate the impact of Part D on the quality of medication therapy received by Medicare beneficiaries.

The dual eligible population is of particular interest for this project. They take more drugs on average than the rest of the Medicare population. The Commission should also be able to obtain claims data to compare the type and quantity of drugs that this population was taking before and after the implementation of Part D.

Some questions of interest cannot be answered until Part D claims data are available. For purposes of this project, offerors should assume the availability of this data when necessary.

Questions of interest could include:

1. Has Part D affected the type and quantity of drugs taken by the dual eligible population?
2. Has the use of formularies resulted in lower spending on prescription drugs for the Medicare population? Do differences in formulary structure lead to differences in per capita drug spending?
3. To what extent have Part D plans changed the drugs listed on their formularies? How often do drugs on a formulary move from one tier to another?
4. How often do enrollees seek and receive formulary exceptions? How do plan appeals and exceptions processes differ? What effect do plan coverage gaps have on formulary adherence?
5. To what extent have physician prescribing patterns changed since the implementation of Part D?
6. Do prescribing patterns for patients with the same medical conditions differ by patient population, site of care, physician specialty, and geographic region?
7. To what extent are there consensus indicators of evidence-based prescribing for elderly patients?
8. Is there a relationship between formulary structure and patient risk? Are healthier beneficiaries more likely to enroll in plans with more restrictive formularies?
9. Do formulary changes lead to higher use of Part B services?

Offeror should choose one, two, or three of the following tasks to discuss in relation to this project. Selected tasks should be taken from among those task types that the offeror has proposed to complete under this contract.

Expert panel: Contractor would arrange and conduct an expert panel to discuss the extent to which there are consensus indicators of evidence-based prescribing.

The panel would also discuss the extent to which these indicators are applicable for the Medicare population, taking into account both the age and presence of multiple chronic conditions among the population. The panel would also need to identify the sources of data that could be used to identify appropriate and inappropriate prescribing patterns. The panel should consist of individuals with expertise in clinical medicine, clinical pharmacy, research methodology, and health financing and delivery.

Structured interviews: Contractor would meet with staff to identify a list of prominent clinicians, pharmacists, and individuals with expertise in formulary management and development. Clinicians would prepare an interview script that included but was not limited to: identification of guidelines for appropriate prescribing for Medicare beneficiaries with different medical conditions, discussion of differences in prescribing patterns by site of care and geographic region, and discussion of how formularies and utilization management techniques have affected prescribing patterns in the private sector.

Site visits: After discussion with MedPAC staff, contractor would identify a list of potential sites to observe what happens when physician prescriptions are identified as off-formulary or requiring prior authorization or step therapy. Sites could include retail pharmacies, health plan call centers, mail order pharmacies, physician offices, and long-term care pharmacies. Contractor would prepare a rationale explaining the goal of these visits and how the proposed sites would help accomplish this goal. Contractor would prepare an agenda guide for the visits.

Literature review/research paper: Contractor would prepare two critical reviews of research. The first paper would review literature analyzing quality of prescribing for Medicare beneficiaries including differences in medical conditions, site of care, and geographic region. The paper would include discussion of the success and failures of programs to avoid adverse drug events. The second paper would analyze the research literature on the effects of formulary management techniques more broadly on cost savings and patient compliance with prescribed therapies.

Policy analysis: Contractor would prepare an analysis of the policy options available to Congress and CMS if research demonstrates that the quality of care or program costs are affected adversely by the use of (or the absence of) specific formulary management techniques. The contractor would propose policy options to mitigate the problems identified in the research, for example, medication therapy management or physician pay-for-performance programs. The contractor would identify the advantages and disadvantages of each proposed option.

Data analysis: Contractor would identify data sets that could be used to measure formulary structures, changes in formulary structures, prescription drug pricing, drug spending and other spending by Medicare beneficiaries, and consensus indicators of appropriate prescribing. Using this data, contractor will design quantitative analytic approaches to the research questions outlined above. Contractor would conduct the analysis and report results to MedPAC staff.

Small scale survey: Contractor would prepare a questionnaire and conduct a small survey to determine factors identified by health plans, medical practitioners, and pharmacists that affect use of formulary management techniques by plans and use of the appeals and exceptions processes by physicians. Surveys would include questions designed to elicit opinions by the interviewees on how formulary management affects the quality of medication therapy received by patients, especially the elderly. Health plans would also be asked about the effect of different formulary management strategies on cost savings for payers and beneficiaries.

6. Section 6.0 Organizational Qualifications and Past Performance

This section shall describe the offeror's organizational experience with the skills and techniques and substantive areas required to successfully complete the work described in this RFP. The offeror should also discuss their past performance with other government related projects.

General background, experience, qualifications, and past performance of the offeror shall be furnished. In particular, examples of previous relevant experience shall be furnished to demonstrate the offeror's capacity to fulfill the objectives of the Statement of Work. Projects similar in scope and content to the proposed projects should be highlighted. This information shall include the names, addresses and phone numbers of contract and technical supervision officers. Experience may have been with federal or state government, commercial and/or nonprofit organizations. Computer hardware and facilities to be used in fulfilling this contract should be described. If the offeror proposes to use facilities under a contractual arrangement, the terms of that arrangement should be specified.

This section shall not exceed 10 pages.

7. Additional Information to Be Furnished

a. Resource Requirements

State whether or not acceptance of a contract for this project shall impact performance of other Government contracts. If "yes," indicate the nature and extent of the impact.

The offeror shall state whether employees on which estimates are based presently are on the offeror's payroll and immediately available for this work. If not, state the number and kind of persons who would have to be hired and the arrangements made to obtain them.

b. Key Personnel

The proposal must contain the names of the key people responsible for the preparation of the proposal and their expected time commitment to the working under the contract.

8. Summary of Deviations/Exceptions in the Technical Proposal

For each task type, the offeror shall fully explain any deviations, exceptions or conditional assumptions taken with respect to this part of the RFP. Any exceptions taken to the Statement of Work shall have amplification and justification in order to be evaluated. Such exceptions shall not, of themselves, automatically cause any proposal to be deemed unacceptable. A large number of exceptions or one or more significant exceptions not providing any obvious benefit to MedPAC may, however, result in rejection of such proposal(s) as technically unacceptable.

9. Proposal Content

Proposals that merely offer to conduct a program in accordance with the requirements of the MedPAC's Statement of Work shall not be eligible for award. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

C. BUSINESS PROPOSAL FORMAT AND INSTRUCTIONS

To facilitate proposal evaluation, the offeror shall submit as part of his/her proposal a separate enclosure entitled "Business Management and Cost/Price Proposal" which presents the general proposed cost for completing the hypothetical task discussed in Section 5 of the offeror's technical proposal.

1. Cost and Pricing Data

General cost information should include hourly rates for each of the categories of personnel who shall be working on the anticipated contract. The labor category costs are to include salary, fringe, overhead, G&A, and profit. If a subcontractor or consultant is proposed, the loaded hourly rates proposed by the offeror shall include the subcontractor's or consultant's rates. Offerors are required to present all proposed effort for the performance of this contract in hours and hourly rates. Any other expected costs (e.g., computer charges, mailing cost) should be detailed.

Offeror shall submit executed copies of the "Contract Pricing Proposal" forms (see Section J) fully supported by cost and pricing data sufficient to establish the reasonableness of the proposed price (including any subcontracts).

In completing the form discussed above, the offeror shall assume that MedPAC will furnish all data to be included into the report.

Since the Statement of Work is to be performed over a 60 month period, offerors may submit estimated cost information for the full five year period.

Offerors should also submit a proposed budget for each of the hypothetical project tasks discussed in Section five of the offeror's technical proposal.

In addition, offerors should submit executed copies of the Contract Pricing Proposal form (See Section J) reflecting the proposed costs of completing the hypothetical project. The Contract Pricing Proposal forms must be fully supported by cost and pricing data sufficient to establish the reasonableness of the proposed price (including any subcontracts). Offerors should submit separate Contract Pricing Proposals for each hypothetical project type.

The offeror shall provide a pricing factor for G&A which shall become fixed and applied against Other Direct Costs. The rates used in computing this pricing factor shall be discussed in the business proposal.

2. Offeror Representations and Certifications

The offeror shall complete, sign, date, and submit an original copy of the "Representations and Certifications" included in this RFP in Section K. This document shall be included with the Business Management and Cost/Price Proposal and must be thoroughly completed. It must be executed by an official authorized to bind the offerors.

3. General Financial Organizational Information

The offeror shall complete the required information set forth in the "General Financial Organizational Information" included in this RFP in Section K.

4. Negotiated Overhead Rates

The offeror shall attach its latest negotiated overhead rate agreement.

III. INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION

1. INSTRUCTIONS TO OFFERORS

(a) Definitions. As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to proposal before the solicitation's closing date and time, or made in Response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (I) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(I) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available)

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions. (I) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and -

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends, and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(I)(A) through (c)(3)(I)(E) of this provision

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late.

"Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statement of government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(I) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals."

Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub factors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposals should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (I) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

2. ORDER OF PRECEDENCE

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits and attachments; and (e) the specifications.

3. TYPE OF CONTRACT

The Government contemplates award of a Cost-Plus-Fixed-Fee contract resulting from this solicitation.

PART IV SECTION M
EVALUATION FACTORS FOR AWARD

I. MedPAC will perform separate technical and cost evaluations. The technical evaluation will be conducted in accordance with weighted technical criteria established and approved prior to receipt of proposals. This evaluation produces a numerical score (points). Cost proposals are evaluated to assess the reasonableness of the proposed cost/price and to determine the probable cost to the government.

Offerors are advised that paramount consideration will be given to the evaluation of technical proposals, rather than costs or price. To be selected for award, however, a proposal must be fairly and reasonably priced.

II. Proposals will be evaluated to determine the offeror's ability to complete all technical requirements for performance. Any proposal that addresses only part of the technical requirements may not be considered fully responsive to the government's technical needs and may not be accepted.

III. MedPAC will evaluate proposals in accordance with the following technical evaluation criteria:

1. Proposed Personnel Qualifications (25 points)

a. The project director(s) shall have demonstrated capability to manage the chosen types of projects and proven ability to provide technical guidance relevant to the tasks of the projects.

b. The offeror shall have general knowledge of Medicare payment policy, including health care delivery, financing, and organization, and comparable knowledge of such issues as related to Medicaid and private insurers.

c. The offeror shall demonstrate availability of needed staff (either on salary or on a consultant basis) with a working knowledge of policies areas identified in subparagraph b.

d. The offeror's combined staff shall have experience in the skills needed to complete the relevant proposed project types, e.g., research and writing for completing research papers and literature reviews; conducting surveys, designing data collection instruments, and analyzing survey results for completing survey tasks; convening meetings and keeping minutes of meetings for holding expert panels; ability to complete policy analyses.

2. Technical Approach (25 points)

- a. The offeror's proposal will demonstrate an understanding of the technical and analytic issues in the project types it proposes to provide from those outlined in Section C.II.

Please note that in describing the offeror's proposed technical approach, responses must contain a detailed discussion of proposed technical approach to ALL of the project types that the offeror proposes to complete under the task order contract.

- b. The offeror's proposal shall demonstrate an understanding of MedPAC's role and responsibilities as a Congressional advisory commission and how such projects fit into MedPAC's analytic needs, and how the proposed approach to completing projects will take MedPAC's needs into account.
- c. The offeror's proposal shall identify obvious challenges and obstacles it foresees in completing the proposed project types for MedPAC and provide reasonable mechanisms for overcoming these barriers.
- d. The offeror's technical proposal shall be clear and well-organized; the proposal will be considered representative of the written products to be provided under the contract.

3. Management Plan (15 points)

- a. The offeror's proposed management plan shall clearly document the lines of authority, the approximate time commitments and responsibilities for each staff member, and procedures for ensuring that tasks and deliverables for the proposed project types will be completed within required time frames.
- b. The offeror will present a plan for managing and coordinating tasks, and explain how effective communication and interaction will be accomplished among the involved contractor staff and between the staff and MedPAC. If subcontractors or consultants are to be used, the offeror will describe how they will be managed and effectively integrated into the project(s).

4. Hypothetical Project Proposal (25 points)

- a. The offeror shall present its proposed approach to four or more of the project types it proposes to offer under the contract, based on the hypothetical project outlined in Section L, Paragraph I.B.3, including the project's scope, methodological or data issues, as appropriate, and policy questions to be addressed/explained.
- b. The offeror's proposed technical approaches will explain how appropriate personnel will complete each discussed task in a timely, efficient and effective manner.

c. The offeror's technical proposal shall be clear and well-organized; the proposal will be considered representative of the written products to be provided under the contract.

5. Corporate Qualifications (10 points)

a. The offeror will show that it has the necessary facilities and equipment to complete the project types it proposes to provide under the contract.

b. The offeror will demonstrate a record of success in the types of projects it proposes to complete, e.g., managing large-scale research projects and writing research reports, conducting health sector surveys, collecting and analyzing financial data reported by health care providers, and convening panels and conferences.